

**KOLKATA PORT TRUST
(Kolkata Dock System)**

GENERAL ADMINISTRATION DEPARTMENT

TENDER NO. : ADMN/T/ 135 Dated: 19.02.2015

TENDER DOCUMENTS & SPECIFICATIONS
FOR
ENGAGEMENT OF AGENCY FOR PROVIDING MESSENGER SERVICE

Last date of submission	Upto 1400 hours on 28.04.2015
Date & time of opening of Techno-commercial bid of Tender	At 1500 hours on 28.04.2015

15, Strand Road,
Kolkata – 700 001

Price: Rs.500/- (Non-refundable)

Kolkata Port Trust

KOLKATA PORT TRUST
ADMINISTRATION DEPARTMENT

TENDER NOTIFICATION

TENDER NO. : ADMN/T/ 135 Dated: 19.02.2015

Subject: Engagement of Agency for providing Messenger Service

Sealed tenders in prescribed form are invited from Agencies for providing messenger service to different offices of Kolkata Dock System (KDS) of Kolkata Port Trust (KoPT) for three years.

i)	Tender Document Fee	Rs.500/-
ii)	Earnest Money	Rs. 20,000/-
iii)	Sale of Tender Document	From 25.03.2015 to 20.04.2015 during Office Hours (except Saturdays, Sundays & holidays)
iv)	Pre-bid Meeting	At 1500 hours on 21.04.2015 at Conference Room, KoPT Head Office.
v)	Last date of submission of Tender	Upto 1400 hours on 28.04.2015.
vi)	Date & time of opening of Techno-commercial bid of Tender	At 1500 hours on 28.04.2015.
vii)	Opening of Price Bid	Will be announced later

Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata – 700 001 on deposition of Rs.500/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from KoPT's website www.kolkataporttrust.gov.in and in that case, the prospective tenderers would be required to deposit Rs.500/- in the form of Bank draft/Banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at 'Kolkata') prior to Pre-Bid Meeting. Deposition of the aforesaid amount is mandatory to attend the Pre-Bid Meeting and/or to submit his/their bid, in case the tender document is downloaded from KoPT's website.

The Trustees reserve the right to reject any or all the tenders fully or partly without assigning any reason thereof. KoPT is not bound to accept the lowest tender(s) in part or in full and/or may distribute the contract between two or more Tenderers without assigning any reason.

Secretary

KOLKATA PORT TRUST
ADMINISTRATION DEPARTMENT
15, STRAND ROAD,
KOLKATA – 700 001

GENERAL INSTRUCTIONS TO TENDERERS

To,
M/s.....

Dear Sirs,

Subject: Tender for Engagement of Agency for providing Messenger
Service for three years.

Sealed tenders are invited from Agencies for providing messenger service to different offices of KDS of KoPT for a period of three years, with effect from the date of order, in accordance with the conditions of contract, where the messengers would be required to deliver different documents/letters/booklets/books to different offices located in Kolkata. Rate Schedule, Form of Tender etc. are attached herewith.

2. Earnest money deposit:

Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs 20,000/-, in cash, as Earnest Money and a photo copy of the Treasury Receipt (TR) so obtained, should be submitted along with the techno-commercial part of the tender without which no tender will be accepted. In case the prospective tenderers download the tender document from KoPT's website, Earnest Money may also be deposited in the form of Banker's Cheque/draft from any scheduled Bank, drawn in favour of 'Kolkata Port Trust', payable at 'Kolkata', along with the techno-commercial part of the tender.

3. Refund/adjustment of earnest money deposit:

The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, through A/C payee cheque/ECS, after finalization of the tender (& against surrender of the relevant original TR).

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued (against surrender of the relevant original TR towards EMD). Delay or failure to deposit Security Deposit either in cash or in Bank Guarantee or in combination of cash and bank guarantee, will render the Earnest Money liable to forfeiture by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

4. **Security Deposit (SD)**

Successful Tenderer will have to submit Security Deposit for a sum equivalent to 10% of the "Total Evaluation Value of the Contract for Three Years". The successful tenderer having deposited Earnest Money, shall also have to deposit within 7 days

from the date of receipt of intimation to this effect, the balance amount of Security Deposit, either in cash / Demand Draft in favour of ‘Kolkata Port Trust’ from a Nationalized/Scheduled Indian Bank having office at Kolkata, valid for three years & six months or in the form of Bank Guarantee or in combination of cash & Bank Guarantee where the Bank Guarantee should be on non-judicial stamp paper of at least Rs.50/- from a Nationalised Bank’s Kolkata Branch, valid for three years & three months, as per enclosed proforma **(at Appendix I)**.

If successful tenderer fails to deposit the SD within the scheduled time, the EMD of successful tenderer will be liable to be forfeited.

5. **Refund of Security Deposit (SD)**

The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there are no claims against KoPT under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

6. This is essentially a rate contract valid for three years from the date of awarding the contract on the successful tenderer.

7. **Pre-qualification criteria :**

The intended tenderer should submit necessary documents indicating work experience during the last 7 years as under :

- i. completed 3 similar works amounting Rs. 4 lakhs of each
- ii. completed 2 similar works amounting Rs. 5 lakhs of each
- iii. completed 1 similar work amounting Rs. 8 lakhs

All related work orders along with completion certificates for each work should be submitted with the offer.

8. Validity period of tender:

The tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the price part of the tender. If any tenderer withdraws his/their tender before the aforesaid six months, the Earnest Money deposit will be liable to be forfeited.

9. Deviation from the conditions of tender:

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviation is unavoidable, he should place the same, clause-wise, with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers.

10. Manner of submission of tender:

The tender must be submitted in sealed cover super scribed “**Tender for engagement of Agency for providing Messenger Service**” and put in the Tender Box bearing the same superscription kept for the purpose, in the office of the Administration Dept. by **1400 hours of 28.04.2015**. The manner of submission of tenders shall be as detailed below :

- i) The tender must be submitted in two parts, both under separate sealed covers duly super scribed “Price Bid” & “Techno-commercial Bid” and both the sealed covers should be kept within the main sealed cover super scribed “**Tender for engagement of Agency for providing Messenger Service**”.
- ii) The sealed cover super scribed “**Price Bid**”, should contain only the duly signed, stamped & completed BOQ. No condition or conditional rebate should at all be indicated in the Price Bid.
- iii) The sealed cover super scribed “**Techno-commercial Bid**” should contain **self-attested**, legible copies of the following documents:-
 - a) Valid & relevant Trade License,
 - b) Partnership deed in case the tenderer is a partnership firm,
O R
Certified copy of Memorandum of Association in case the tenderer is a company,
O R
Document/Statement indicating that the tenderer is a proprietorship firm

- c) Documents relating to **audited** (if required, as per relevant Act/Statute of the country) financial position including copies of the Balance Sheet, Profit & Loss Account for last 3 years (i.e.;2011-12,2012-13 & 2013-14).
- d) The successful tenderer must have an office in the Kolkata Corporation area; otherwise, his offer may not be accepted. Accordingly, the full address of the contractor's Kolkata Office with the name of the contact officials along with the contact telephone Nos., fax Nos, mobile Nos., e-mail IDs etc. should be furnished in **Appendix II** (enclosed) so that they may be contacted by the KoPT officials/users, as and when required.
- e) A separate forwarding letter indicating **unqualified** acceptance of KoPT's Terms & Conditions in full (format is at **Appendix III**).
- f) Signed & stamped copies of KoPT's Tender Documents (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank Rate Schedule i.e. without any price.
- g) Copy of the Treasury Receipt issued by KoPT's Financial Adviser & Chief Accounts Officer against Earnest Money Deposit as mentioned in Clause 2 above. In case of downloading the tender document from KoPT's website, Banker's Cheque/Draft may be deposited, in lieu of the TR, as per clause 2 above.
- h) Copy of the Treasury Receipt of Rs.500/- issued by KoPT's Financial Adviser & Chief Accounts Officer towards the cost of tender document.
- i) Supporting documents regarding tenderer's capabilities for undertaking the jobs of Courier/Messenger service of other organizations of repute where he/they is/are involved in handling of documents, based on collection from multiple points and delivery to multiple points. Their total experience in this field of work should not be less than 3 years on the date of opening of the Techno-commercial part of the tender. The decision of the Tender Committee regarding competence of the tenderer within the meaning of this clause shall be final & binding.
- j) Service Tax Regn. Certificate showing 15 digits Service Tax Code No.
- k) Provident Fund Registration Certificate, if applicable.
- l) Valid document of up-to-date payment of Profession Tax.
- m) Copy of PAN Card
- n) Copy of ESI Registration Certificate. [(i) If the party is not covered under ESI Act or exempted, necessary documents along with an Affidavit before a First Class Judicial Magistrate (**Appendix IV**) have to be submitted. (ii) If the party is not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour, on a Non-Judicial Stamp Paper worth of at least

Rs.50/- (**Appendix V**), which should be submitted along with Techno-commercial Bid].

- o) Signed & stamped copies of KoPT's Record Note of discussion in the Pre-bid meeting, if circulated (i.e. each page of that document needs to be signed & stamped by the tenderer).

The successful tenderer shall be required to produce the documents as mentioned from (a) to (c) & (g) to (n) above in original, as and when called for by the KoPT officials.

Tenderers may note that non-submission of any of the aforesaid documents / non-fulfillment of any of the aforesaid criteria, might lead to disqualification of their offers.

11. **Termination of contract:**

The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor:-

- a) Breach of any terms and conditions of contract.
- b) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.

The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor.

12. **Adherence to Rules & Regulations:**

The contractor shall strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government and Kolkata Port Trust or any other statutory body in respect of execution of the contract.

13. **Insurance:**

Kolkata Port Trust will not be responsible for any injury, fatal or otherwise, to the personnel engaged by the contractor during the course of execution of the contract and the Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

14. **Contract Agreement:**

The successful tenderer shall be required to execute at his/their own cost and expenses a Contract Agreement' on a non-judicial stamp paper of not less than Rs.50/- (Rupees Fifty only) signed jointly by the representatives of KoPT & Tenderer under official seals as per the enclosed format (at **Appendix VII**).

15. Income Tax:

The Tax deduction at source will be made from all payments made to him under this contract. The T.D.S will be deducted from the contractor's bill at source, at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof.

16. Service Tax

Service Tax, as and if applicable, shall be paid by the Trustees, on actual basis, on submission of copy of Service Tax Paid challan as per rates prevailing at the time. As Ko.P.T is not a registered body corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per service tax law. The service provider is liable to charge service tax as applicable.

17. Pre-bid Meeting:

All Tenderers are advised to attend the Pre-bid meeting in order to make themselves fully aware of the work conditions. In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the tenderer/contractor in this regard would be entertained. The 'Record Note of Discussion' of the Pre-bid meeting, if circulated, would also be made available in the website of Kolkata Port Trust. Any prospective tenderer may download the 'Record Note of Discussion' of the Pre-bid meeting from the website of Kolkata Port Trust, if circulated, and take necessary action accordingly.

18. Expense regarding preparation/submission of tender:

Kolkata Port Trust will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

Secretary

SPECIAL CONDITIONS OF CONTRACT

1. Document

A 'document' will be either of the following having specific and separate entry in the dispatch slip.

- i) A single letter with or without enclosures.
- ii) Composite statement/list/chart consisting of one or multiple pages, with or without a forwarding letter.
- iii) A book/booklet.
- iv) A sealed envelope of any size and weight.

2. Scope of work:

I) The successful tenderer will have to collect documents from the Central Receipt & Despatch Section of KoPT Head office and to deliver those to the following offices:-

SCI's office at Strand Road, SBR's Office, Marine House, Navy Office, Office of Mooring Master, Fairfield, Office of ES, DM's office, MM Dept, No. 8 Workshop, Office of SE Rly, Office of DCPD, NSD, KPD, Subhas Bhawan, HSD Office, CRO's Office, Centenary Hospital, PSO Office, Dock Vigilance office, CDLB Office, Fire Office, Fair Weather House Institute, 51, C.G.R Road, Hide Road Institute, EJC, National Maritime University, GRSE, Port Fire Station, SPPS, WPPS, Offices of National Union and Calcutta Port & Shore Mazdoor Union, Libyan Tea Warehouse, Model Centre, CIWTC office, Offices within Taratolla Colony, Quarters situated on/in Port Land Park, Nimak Mahal Road, Dumayune Avenue, Brace Bridge Road, Remount Road, CGR Road, Taratolla Colony.

II) The successful tenderer will also have to collect documents from the aforesaid offices (& not quarters) for delivery to Central Receipt & Despatch Section of KoPT Head office only.

III) Collection

The successful tenderer will have to collect documents from the following points at the time mentioned against it, on all working days:-

Name of the office	Time of collecting documents	Frequency
Central Receipt & Despatch Section (CRD), Administration Dept, KoPT, 15, Strand Road, Kolkata - 1	By 12-00 hours	All working days of KoPT Head Office
Other offices (& not quarters) mentioned in paras 2 (I) & 2(II) above of 'Special Conditions of Contract'	By 17-00 hours	

The Despatcher attached to the Offices/Sections, will get the Despatch Slips prepared prior to the stipulated time and hand over the same to the contractor's representative along with the documents meant for despatch.

The Contractor will have to get the Despatch Slips printed at his/her own cost in the proforma given in **Appendix VIII**. The Despatch Slips will be in triplicate (each copy showing the same serial No.) each having different distinguishing colors (say, White, pink & yellow). The Despatch Slip will have serial Nos. marked on them. The given format of the Despatch Slip, however, would be finalized in consultation with the successful tenderer.

IV) Delivery

- i) Office addressee shall include the Receiving Section of the offices or the individual addressee.
- ii) Documents should be delivered within 24 hours from the time of receipt of documents.

V) Acknowledgement

- i) The Despatch Slip duly acknowledged by the addressee should be returned to the respective sender within 3 days from the day of delivery of the last document covered by the relevant Despatch Slip.
- ii) In the event of detection of fake acknowledgement or forgery of any kind, the services of the contractor will be liable to be terminated and Security Deposit will be liable to be forfeited.

3. **Damage:**

a) Late Delivery

- i) If the documents are not delivered within 48 hours from the time of receipt of documents, Rs.2/- per document per day of delay (beyond 48 hours) would be deducted as damage.
- ii) In case the Despatch Slip is not returned within the time frame mentioned against Para 2 (V) [i], damage @ Rs 10/- per Despatch Slip per day of delay, would be deducted.
- iii) The contractor shall ensure that all documents not delivered by him, are returned with the respective Despatch Slip, within 5 days from the day of receipt of documents. Failure to do so would attract damage as per Clause 3 (b) below.

b) Documents neither delivered nor returned

If a document is neither delivered nor returned as stipulated in Clause 3(a)[iii] above, damage @ Rs.100/- per document, would be deducted from the monthly bill payable to the contractor.

c) Failure to collect documents for delivery

If the contractor fails to collect documents from any or all sender(s) on any working day, Rs.500/- per day of non-collection would be deducted from the monthly bill payable to the contractor, as damage.

N.B. Saturdays, Sundays & Holidays of KoPT Head Office will not be counted for the purpose of calculation of any kind of delay on the part of the contractor.

4. **Risk Purchase:**

Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of Damage as in clause 3 above, from any money due or likely to become due to the contractor. The payment or deduction of such damage shall not relieve the contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the contractor's failure & at the absolute discretion of Secretary, KoPT, the work may be ordered to be completed by some other agency at the risk & expense of the contractor, after a minimum three days' notice in writing, has been given to the contractor by the Secretary, KoPT or his representative.

5. **Force Majeure**

In the event of the contractor/KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike, etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

6. **Dock Permit**

The successful Tenderer will have to obtain Dock Permits for all its messengers/staff who would be required to enter inside the dock premises, **free of cost**, from Supdt. (Permit) of Traffic Dept, KoPT. Even the messengers/staff that would be required to enter into dock premises once in a while should have valid dock permit.

7. **Messenger/staff of the contractor:**

The contractor must maintain adequate number of messenger/staff to ensure smooth operation and timely despatch of documents. The contractor will also be liable for the conduct of his /their messenger/staff inside the docks as well as in all the offices/quarters where his/their personnel would call. Secretary may, at his discretion, direct the contractor to discontinue the services of any of its employees for performing duties under this contract only.

8. Rates to be fully inclusive of all expenditure:

The successful tenderer must have cleared all duties and otherwise complied with all rules and regulations of the Central & the State Government.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for specific charges quoted by him/them and all other charges/costs should be borne by the contractor.

9. Escalation:

During the period of contract for 3 years, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials or any other items. However, if rates of applicable taxes & duties are altered after the last date of submission of tender, the revised rates of taxes & duties will be payable by KoPT.

10. Terms of payment:

The contractor will submit monthly bills enclosing copies of relevant Despatch Slips generated by the Central Receipt & Despatch Section and certificates from all other offices that also generated Despatch Slips during that month, to the Central Receipt & Despatch Section, KoPT Head Office and the bills after being duly certified, will be forwarded to the office of FA&CAO, for payment.

KoPT pays contractors' bills through ECS. For this, the successful tenderer shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with Code No.
- iv) Name of the branch with Code No. along with location
- v) MICR No.
- vi) PAN

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

11. Compliance of relevant Acts, Ordinances etc.:

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 and statutory amendment & the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

12. Dispute:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, KoPT shall be final and binding upon all parties.

All disputes will be subject to the jurisdiction of High Court at Calcutta only.

13. Formal Work Order:

Formal Work Order will be placed on the successful tenderer after receiving confirmation as to the deposit of the Security Deposit.

14. Damage & loss to private property & injury to workmen:

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or otherwise.

15. **Details of documents sent:-**

On an average, the following numbers of documents are sent every month –

Name of the offices from where the contractor would receive and deliver documents	Name of destination	Avg. number of documents sent every month
Central Receipt & Despatch Section, Head Office	Different offices at dock area	1200
51 C. G. R. Road	Central Receipt & Despatch Section, Head Office	2080
CMM's Office		
Centenary Hospital		
HSD		
Dock Welfare Office		
Hide Road Training Institute		
Taratala Welfare Office		
CRO's Office		
HM(P)'s Office		
HM(R)'s Office		
DM's Office		
MM's Office		
ES's Office		
SBR's Office		
Fairfield		
TM's Office		
PSO		
CDLB		

Please note that the number of documents shown above is indicative and may vary widely, without any notice to the contractor. The total No. of documents on a given day may be higher/lower than the above figures and contractor should be in a position to deliver the same, as per agreed rates, terms and conditions. The above list of offices is **not an exhaustive one**.

17. **Reporting of Representative:**

The contractor shall depute one of his representatives at the office of Secretary, KoPT during 10 a.m. and 12 noon on every Monday (in case Monday is a holiday for KoPT, then Tuesday) during the contractual period, for proper co-ordination. No extra charges shall be paid for this.

18. **Evaluation criteria of the price bids:**

The tenderers will have to quote only monthly (month means "Calendar month") charge for delivery of documents amongst the offices/quarters enumerated in clauses 2(I) & 2 (II) of 'Special Conditions of Contract'. Taxes & duties, on the last date

of submission of tender, as and if applicable, should be indicated separately. In other words, KoPT would only pay the monthly charge to be quoted by the contractor, irrespective of number of documents the contractor will be required to deliver. Statutory rates and taxes such as Service Tax, etc; if applicable, will be paid by the trustee as per prevailing rates at that time in addition to the monthly charges.

The successful tenderer will be the firm for which the monthly charge will be the least.

Bill of Quantity

Nature of charge	Amount (in Rs. per month)	Total (in Rs. Per month) [in words]
A	B	H
All inclusive monthly (month means "Calendar month") charge for delivery of documents amongst the offices/quarters enumerated in clauses 2(I) & 2(II) of 'Special Conditions of Contract', irrespective of number of such documents.		
Service Tax applicable on date (%)		
Total on date of submission		

Signature of the witness along
with address

Signature of the Tenderer along with
official seal

Date:

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 50/-

To,

The Board of Trustees
For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No..... dated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we,..... Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We,.....Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,..... Branch, Kolkata, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,..... Branch, Kolkata, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us,.....Branch, Kolkata, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Kolkata, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of2015 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch, Kolkata, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of

appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We,.....Branch, Kolkata, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata.

5. We,.....Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

KOLKATA.....

(Official seal of the Bank)

To be filled up by the Tenderer

1. Name of the Tenderer :
2. Address of the Tenderer :
3. Address of the Kolkata office of the Tenderer :

4. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata :-

Name	Cellular Phone No.	Residential Tel. No.	Office Tel. No.	Fax No.	e.mail ID
a)					
b)					
c)					

5. Telephone No. of the Kolkata Office :
6. Fax no. of the Kolkata Office :

Signature of the Tenderer

The Secretary
Kolkata Port Trust
15, Strand Road
Kolkata-700 001

Dear Sir,

Sub: **Unqualified acceptance of the terms & conditions enumerated in Tender No.Admn/T/135 dated 19.02.2015 regarding 'Engagement of Agency for providing Messenger Service'**

I/we hereby accept all the terms & conditions as enumerated in the tender document bearing No. **Admn/T/135 dated 19.02.2015** regarding 'Engagement of Agency for providing Messenger Service', subject to the decisions taken in the Pre-bid meeting held on 21.04.2015.

.....
(Signature of the tenderer)

.....
(official Stamp of the tenderer)

.....
.....
Address of the tenderer

On Rupees Ten Non-Judicial Stamp Paper.

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of aged about..... year, by faith , by occupation residing at, do hereby solemnly affirm and declare as follows:-

1. **THAT** I am the proprietor/Partner of Having office at and carrying on business on the said name and style.
2. **THAT** my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.
3. **THAT** the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No.8 of the Tender Notice **No.Admn/T/135 dated 19.02.2015 regarding 'Engagement of Agency for providing Messenger Service' of General Administration Department of KoPT Head Office, for a period of 36 months from the date of placement of work order.**
4. **THAT** the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me

On Rupees Fifty Non-Judicial Stamp Paper.
INDEMNITY BOND

BY THIS BOND I, Shri/Smt. _____ son of
Shri/Smt. _____ residing _____ at
_____ by _____ occupation
_____, the Partner/Proprietor/Director
_____ having office at _____, am a
tenderer under General Administration Department, Kolkata Port Trust (A Statutory Body
under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of General Administration Department, Kolkata Port Trust against all damages and accidents to the Labourer of Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer/contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. **Admn./T/135 dated 19/02/2015.**

4. AND the Contractor hereunder agree to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, _____, the
Partner/Proprietor/Director _____ hereto set and
seal this the _____ day of _____ in the year _____ at

Signature of the Indemnifier

Sureties :

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

Witnesses :

Signature :

Name :

Address

(Proforma of Performance certificate/credential of works)

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	<p>i) If there is time overrun, whether delay is due to the contractor (Yes/No.):</p> <p>ii) If yes, what is the extent of delay attributable to the contractor :</p>	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

NIT NO ADMN./T/135 DATED 19.02.2015.

The Secretary,
Kolkata Port Trust,
Kolkata- 700001.

I/We

of

having examined the site of works, and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities for 36 (thirtysix) months (including preliminary time) from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.

(Rupees in words).....

.....

I/We require days preliminary time to arrange and procure the materials required by the work from date of acceptance of tender before I/We could commence the work.

I/We have deposited with KOLKATA PORT TRUST, a sum ofvide Pay Order/Demand Draft No.....dt.....of.....(name of Bank) as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature _____

Name _____
(In Block Letters) Tenderer :

Name of the _____

Address: _____

Dated: _____

Address: _____

Occupation: _____

Despatch Slip

Name of the Office.....

Name of Department.....

Sl No.	Document Identification No.	Addressed to	Received by	Date & time of receipt

Received documents mentioned above _____

Despatcher _____

For the contractor

TimeDate.....

Time.....Date.....

Despatch Slip returned on.....

No. of documents delivered.....

No. of documents returned without delivery.....

No. of undelivered documents not returned.....

Despatcher

for Contractor

TimeDate.....

Time.....Date.....